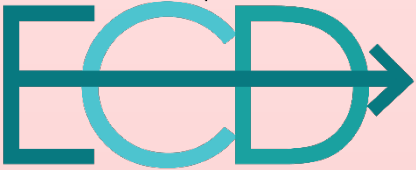


Alameda County



Economic & Civic Development

Seeking qualified organizations to provide small business assistance services to the unincorporated areas of Ashland, Castro Valley, Cherryland, San Lorenzo, Fairview, Hayward Acres, & unincorporated East County.

County of Alameda: Economic & Civic Development Department Request for Proposal [Small Business Assistance]



COUNTY OF ALAMEDA

REQUEST FOR PROPOSAL

for

Small Business Assistance

For complete information regarding this project, see Request for Proposal (RFP) posted at [Alameda County Current Contracting Opportunities](https://gsa.acgov.org/do-business-with-us/contracting-opportunities/) [https://gsa.acgov.org/do-business-with-us/contracting-opportunities/] and www.acgov.org/cda/e cd or contact the County representative listed below.

Thank you for your interest!

Contact Person: Dora Ramirez

Phone Number: (510) 670-6164

E-mail Address: dora.ramirez@acgov.org

Economic and Civic Development Department

RESPONSE DUE

by

3:00 p.m.

on

Response Date May 31, 2022

This is an electronic Submission



Alameda County is committed to reducing environmental impacts across our entire supply chain. If printing this document, please print only what you need, print double-sided, and use recycled-content paper.

CALENDAR OF EVENTS

REQUEST FOR PROPOSAL SMALL BUSINESS ASSISTANCE

EVENT	DATE/LOCATION
Request Issued	April 27, 2022
Q&A Session with Staff	May 12, 2022 10:00 a.m. Zoom
Proposal Due Date	May 31, 2022 3:00 p.m.
Oral Interviews	June 15, 2022
Board Consideration Award Date	July 12, 2022
Contract Start Date	August 1, 2022

NOTE: All dates are tentative and subject to change.

COUNTY OF ALAMEDA
REQUEST FOR PROPOSAL
SPECIFICATIONS, TERMS & CONDITIONS
for
SMALL BUSINESS ASSISTANCE

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ATTACHMENTS

- EXHIBIT A**
- PROPOSAL RESPONSE PACKET**
- EXHIBIT B**
- QUALIFIED CENSUS TRACT MAP**
- EXHIBIT E FEDERAL CONTRACT PROVISIONS**

I. STATEMENT OF WORK

A. INTRO/BACKGROUND

On March 8, 2022, the Alameda County Board of Supervisors approved the Community Development Agency's ARPA Unincorporated Area Funding Plan. ARPA funds can be used to address a wide range of needs resulting from the COVID-19 pandemic.

After extensive engagement with community groups and other public agencies, the Community Development Agency (CDA) developed this Request for Proposals (RFP) with the overarching goal to build a strong, resilient, and equitable recovery by making investments that support long-term growth and opportunity.

Specific goals for this RFP include:

- Help accessing low-cost financing
- Assist with small business start-up and expansion costs
- Services to support micro-businesses
- Grant funding to support small businesses
- Small business technical assistance
- Funding and training to support entrepreneurs
- Exclusively serve the unincorporated areas of Alameda County.

The County will use the following overarching criteria to evaluate all proposals:

- Ensure that projects and programs have a long-term impact and are innovative, equitable and serve those most impacted by COVID-19.
- Prior experience providing high-quality business assistance services
- Familiarity with business conditions and regulatory landscape in the unincorporated area
- Ability to engage with diverse business owners, including providing services in multiple languages
- Proven track record in meeting deadlines, reporting results and managing program budgets
- Creative and innovative approaches

Specific selection criteria for each program are defined in Section C - Qualifications

Focus on Equity

Alameda County has a strong focus on addressing pre-existing disparities and working to achieve equitable communities where all residents have equal or equivalent access to goods, services, status, rights, power, and amenities. CDA is particularly looking for outreach to Ashland, Cherryland, and San Lorenzo businesses; these have been particularly hard hit by the pandemic and will therefore require greater support to recover and thrive.

B. SCOPE

Two Programs for Small Business Assistance

Following the community's direction, the Economic and Civic Development Department developed two small business programs to address the negative economic impacts caused by the pandemic. These are:

- One program to provide business mentoring and assistance as a small business membership organization
- A second program providing small business technical assistance and mentorship

Respondents can propose for one or both programs.

Funding Availability Summary:

Business Mentoring and Assistance – Membership Organization	\$450,000
<u>Small Business Support Services</u>	<u>\$300,000</u>
Total Funding Available	\$750,000

Funding

The funding for Small Business Assistance Programs total budgets is \$750,000, with \$450,000 for a small business membership organization and \$300,000 for small business support services. The County expects to execute two-year contracts following a selection process and approval by the County Board of Supervisors. The County expects to award at least three contracts and may fund more than one contract for each category. The County reserves the right to alter the funding allocations above.

Funds must be spent by December 2024. Program providers will have extensive reporting requirements throughout the term of the contract. Using a County-issued reporting template, providers will submit mandatory monthly reports to the Economic & Civic Development Department with data on ethnicity, gender, location, and income of businesses served under the ARPA-funded programs.

Eligible Uses

Federal ARPA guidelines delineate two separate categories of eligible uses; these apply to both programs: 1) Small businesses located within a Qualified Census Tract (QCT) (see attached map) and 2) Small businesses that are not located with a QCT. Program providers will screen for and serve small businesses according to the two eligibility categories.

For small businesses located within in a Qualified Census Tract (QCT), programs have more flexibility and could serve start-ups and home-based businesses. Examples of eligible uses include:

- Business incubator – physical space designed to incubate and launch new businesses
- Start-up costs and grants
- Expansion costs for small businesses
- Programs or services to support micro businesses
- Technical Assistance

To be eligible for services outside a Qualified Census Tract (QCT), small businesses are defined as those that have experienced negative economic impacts or suffered disproportionate impacts of the pandemic and meet the definition of “small business,” specifically:

- Have no more than 500 employees, or if applicable, the size standard in number of employees established by the Administrator of the Small Business Administration for the industry in which the business concern or organization operates, and
- Are a small business concern as defined in section 3 of the Small Business Act (15 U.S.C. 632) which includes, among other requirements, that the business is independently owned and operated.

In addition, small businesses must have a commercially zoned physical location within the unincorporated area, have a current Alameda County Business License, and have been operating for one year prior to March 2020, in order to receive ARPA-funded services.

C. QUALIFICATIONS

Small Business Membership Organization - \$450,000

The County is seeking a non-profit partner to provide a broad range of services to build small business capacity within the unincorporated area, with a strong focus on Ashland, Cherryland, and San Lorenzo. This RFP is soliciting the following services:

- Provide small business resources through a membership organization
- Provide small business technical assistance
- Assist start-ups and pop-ups with relevant regulatory and permitting requirements
- Assist with access to local, state and federal funding opportunities (COVID and non-COVID related)
- Peer support and mentoring for new and start-up businesses
- Help market and promote ARPA-funded programs
- Promote Economic & Civic Development Department programs, including the Food Training Academies, Small Business Workshops, and one-on-one business advising
- Small business engagement focused on Ashland, Cherryland and San Lorenzo, including staffing with language proficiency
- Create opportunities for small business networking, engagement, business-to-business engagement
- Form or enhance commercial district-based marketing and engagement opportunities and networking structures

Small Business Technical Assistance and Mentorship - \$300,000

The County is seeking non-profit partner(s) to provide a broad range of services to build small business capacity within the unincorporated area, with a strong focus on Ashland, Cherryland, and San Lorenzo. A physical location in Ashland or Cherryland is highly desired within six months of award of contract.

This RFP is soliciting the following services:

- Provide one-on-one technical assistance
- Provide small business training and mentorship to build capacity, helping small businesses to recover from the pandemic and succeed in the future
- Specialized training and mentorship with food businesses, including coordination with food incubators and training opportunities
- Offer physical or pop-up opportunities for entrepreneurs

For small businesses located within in a Qualified Census Tract (QCT), programs have more flexibility and could include the following:

- Grants for start-up or expansion costs for small businesses with coordinated training
- Programs or services to support micro-businesses, including financial, childcare and transportation costs
- Develop new or enhanced incubator – physical space designed to incubate and launch new businesses
- Programs or services to support micro businesses

D. SPECIFIC REQUIREMENTS

Criteria for Small Business Membership Organization

The County will use the following criteria to evaluate responses:

- Are you a membership organization and for how long?
- Sustainability: Are the proposed projects/programs sustainable? How will you continue the projects and programs after the funding is over?
- Prior experience providing high-quality business assistance services
- Experience serving business, familiarity with conditions and regulatory landscape in the unincorporated area
- Ability to engage with diverse business owners, including providing services in multiple languages
- Proven track record in meeting deadlines, reporting results and managing program budgets
- Creative and innovative approaches
- Focus on services targeted to Ashland, Cherryland, San Lorenzo and QCTs
- A physical location in Ashland or Cherryland is highly desired within six months of the award of contract.

Criteria for Small Business Technical Assistance and Mentorship

The County will use the following criteria to evaluate responses:

- Are you a non-profit organization and for how long?
- Sustainability: Are the proposed projects/programs sustainable? How will you continue the projects and programs after the ARPA funding is over?
- Prior experience providing high-quality business assistance services
- Familiarity with conditions and regulatory landscape in the unincorporated area
- Ability to engage with diverse business owners, including providing services in multiple languages
- Proven track record in meeting deadlines, reporting results and managing program budgets
- Creative and innovative approaches
- Focus on services targeted to Ashland, Cherryland, San Lorenzo and QCTs

E. DELIVERABLES / REPORTS

Program providers will have extensive reporting requirements throughout the term of the contract. In addition to any Federal requirements, using a County-issued reporting template, providers will submit mandatory monthly reports to the Economic & Civic Development Department with data on ethnicity, gender, location, and income of businesses served under the ARPA-funded programs.

Monthly invoices with detailed report of activities will be due by the 5th of the following the month of services. A County approved template will be provided upon contract execution.

F. INFORMATIONAL Q&A Session

1. The Q&A Session will be held on May 12, 2022, at 10:00 a.m., and online for remote participation at this link: [Zoom](#)
2. A PowerPoint presentation will be shown during the conference.
3. Q&A Session will be held to:
 - a. Provide an opportunity for Proposers to request clarification on this RFP and ask specific questions about the project and services.
 - b. Provide the County with an opportunity to receive feedback related to this RFP.
4. Potential proposers are strongly encouraged to attend Q&A Session. Failure to participate in the conference will in no way relieve the Contractor from submitting a proposal and furnishing services as required and in accordance with the specifications, terms, and conditions of the procurement documents and contract. Attendance at the Q&A Session with staff is highly recommended but is not mandatory

II. COUNTY PROCEDURES, TERMS, AND CONDITIONS

G. EVALUATION CRITERIA / SELECTION COMMITTEE

Initial Evaluation (Completeness of Response and Debarment and Suspension). All proposals will first be reviewed to determine if they pass the initial Evaluation Criteria (Section A), which are determined on a pass/fail basis.

Evaluation by County Selection Committee. All proposals that have pass the initial Evaluation Criteria will be evaluated by a County Selection Committee (CSC). The CSC may be composed of County staff and other parties that may have expertise or experience in small business assistance. The CSC will score the proposals, in accordance with the evaluation criteria set forth in this RFP. Other than the initial pass/fail Evaluation Criteria, the evaluation of the proposals shall be within the sole judgment and discretion of the CSC.

Unrealistic Proposals. Proposers should bear in mind that any proposal that is unrealistic in terms of the technical or schedule commitments, or unrealistically high or low in cost, will be deemed reflective of an inherent lack of technical competence or indicative of a failure to comprehend the complexity and risk of the County's requirements as set forth in this RFP.

Evaluation Criteria Descriptions. The items listed in the Evaluation Criteria should be considered as minimum requirements. All information contained in a proposal and presented in proposer interviews will be considered during the evaluation process and included in scoring within the appropriate Evaluation Criteria.

Reference Checks. The County reserves the right to conduct refence checks on only the proposers with the highest scoring proposals. The refences checks will then be scored by the CSC, as identified in the Evaluation Criteria below, and included in the final score.

Interviews. The County will invite proposers to participate in an interview. A minimum of three proposers receiving the highest preliminary scores and with at least 80 points will be invited to an oral interview. All other proposers will be deemed eliminated from the process. All proposers will be notified of the short list participants; however, the preliminary scores at that time will not be communicated to proposers.

Final Score. In procurements where there are not proposer interviews, the preliminary score received by the proposal with the References score added will be the final score. In cases where the County has exercised the right to only check references for the top scoring proposals, only those proposals will include References points in their final score. In cases where there are proposer interviews, the CSC shall consider the interview and make adjustments to the preliminary scores to arrive at the Final Score, which will include Reference points. Proposals will be ranked by their final score.

Contact During Evaluation Process. All contact during the evaluation phase shall be through the Economic and Civic Development department only. Proposers shall neither contact nor lobby evaluators during the evaluation process. Attempts by Proposers to contact and/or influence members of the CSC may result in disqualification of Proposer.

Determining Award. As a result of this RFP, the County intends to award a contract to the responsible Proposer(s) whose response conforms to the RFP and whose proposal presents the greatest value to the County considering all Evaluation Criteria. The combined weight of the Evaluation Criteria is greater in importance than cost in determining the greatest value to the County. The intent is to award a contract to the highest ranked Proposer(s) as determined by

the combined weight of the Evaluation Criteria. The County may award a contract of higher qualitative competence over the lowest priced response.

The Evaluation Criteria and their respective weights are as follows:

	Evaluation Criteria	Weight
A.	<p>Completeness of Response: Responses to this RFP must be complete. Responses that do not include the requirements identified within this RFP, Q&A and all Addenda or do not address each of the items listed below will be considered incomplete, be rated a Fail in the Evaluation Criteria and will receive no further consideration. Failure to meet the Proposer Minimum Qualifications may also be considered an incomplete response and rated as a Fail.</p>	Pass/Fail
B.	<p>Debarment and Suspension: 1. Proposers, its principal and named subcontractors are not identified on the list of Federally debarred, suspended or other excluded parties located at www.sam.gov/SAM.</p>	Pass/Fail
C.	<p>Budget The points for Cost will be computed by dividing the amount of the lowest responsive and responsible proposal received by each proposer's total proposed cost. Cost evaluation points maybe adjusted by considering: 1. Reasonableness (i.e., does the proposed pricing accurately reflect the proposer's effort to meet requirements and objectives?)</p>	10 Points
D.	<p>Implementation Plan and Schedule: An evaluation will be made of the likelihood that Proposer's implementation plan and schedule will meet the County's schedule of proposed services.</p>	20 Points
E.	<p>Relevant Experience: Proposals will be evaluated including considering the RFP specifications and the questions below: 1. How much experience does the proposer have with similar projects? 2. How extensive is the experience of the personnel designated to work on the project?</p>	20 Points
F.	<p>References (See Exhibit A – Proposal Response Packet)</p>	5 Points
G.	<p>Oral Interview: The oral interview on the proposal shall not exceed 60 minutes. The oral interview may include responding to standard and specific questions from the CSC regarding the Proposer's proposal.</p>	15 Points

H.	<p>Understanding of the Project: Proposals will be evaluated considering the RFP specifications and the questions below:</p> <ol style="list-style-type: none"> 1. Has the proposer demonstrated a thorough understanding of the purpose and scope of the project? 2. How well has the proposer identified pertinent issues and potential problems related to the project? 3. Has the proposer demonstrated that it understands the deliverables the County expects it to provide? 4. Has the proposer demonstrated that it understands the County's time schedule and can meet it? 5. Has the proposer demonstrated that they understand the County's Vision 2026 goals of Employment for All and prosperous & Vibrant Economy? 	15 Points
I.	<p>EQUITY GOALS How does the proposal meet equity goals by addressing pre-existing disparities and working to invest in historically underserved communities.</p>	15 Points

G. NOTICE OF INTENT TO AWARD

1. At the conclusion of the RFP response evaluation period, all Proposers will be notified in writing by e-mail of the contract award recommendation, if any, by the Economic and Civic Development staff. The document providing this notification is the Notice of Intent to Award.

The Notice of Intent to Award will provide the following information:

- a. The name of the Proposer being recommended for contract award; and
 - b. The names of all other parties that submitted proposals.
2. The submitted proposals shall be made available upon request no later than five calendar days before approval of the award and contract is scheduled to be considered by the Board of Supervisors.

H. PROPOSAL PROTEST/APPEALS PROCESS

The County of Alameda prides itself on the establishment of fair and competitive contracting procedures and the commitment made to follow those procedures. The following is provided in the event that proposers wish to protest the proposal process or appeal the recommendation to award a contract for this project, goods or services once the Notices of Intent to Award/Non-Award have been issued. Proposal protests submitted prior to issuance of the Notices of Intent to Award/Non-Award will not be accepted by the County.

1. Any proposal protest must be submitted in writing before 5:00 p.m. of the FIFTH (5th) calendar day following the date of issuance of the Notice of Intent to Award, not the date received by the Proposer. The proposal protest may be submitted to the office that has been designated for review of protests in for this procurement (the Protest Evaluator). For this procurement the Protest Evaluator is:

Community Development Agency
ATTN: Dora Ramirez
224 W. Winton Avenue, Ste. 110, Hayward, CA 94544
Email: dora.ramirez@acgov.org

A proposal protest received after 5:00 p.m. is considered received as of the next business day. Generally, the County will promptly send an email acknowledging receipt of the protest; it is the responsibility of the protestor to confirm that the protest was timely received.

- a. The proposal protest must contain a complete statement of the reasons and facts for the protest.
 - b. The protest must refer to the specific portions of all documents that form the basis for the protest.
 - c. The protest must include the name, address, email address, and telephone number of the person submitting the protest on behalf of the protesting party.
 - d. Proposers will be notified of any protests.
2. The Protest Evaluator, or their designee, will review and evaluate the protest and issue a written decision. The Protest Evaluator may, at its discretion, do any of the following: investigate the protest, obtain additional information, provide an opportunity to settle the protest by mutual agreement, and/or schedule a meeting(s) with the protesting Proposer and others (as appropriate) to discuss the protest. The decision on the proposal protest will be issued at least ten (10) calendar days prior to the Board hearing.

The decision will be communicated by e-mail and/or US Postal Service mail, and will inform the protestor whether or not the recommendation to the Board of Supervisors in the Notice of Intent to Award is going to change. A copy of the decision will be furnished to all Proposers affected by the decision. As used in this paragraph, a Proposer is affected by the decision if a decision on the protest could have resulted in the Proposer no longer being recommended for contract award.

3. The decision on the proposal protest by the Protest Evaluator may be appealed to the Auditor-Controller's Office of Contract Compliance & Reporting (OCCR) located at 1221 Oak St., Room 249, Oakland, CA 94612, Email: OCCR@acgov.org, unless the OCCR determines that it has a conflict of interest in which case an alternate will be identified to hear the appeal and all steps to be taken by OCCR will be performed by the alternate.

The Proposer whose proposal is the subject of the protest, all Proposers affected by the Protest Evaluator 's decision on the protest, and the protestor have the right to appeal if they feel the Protest Evaluator 's decision is incorrect. All appeals to the Auditor-Controller's OCCR shall be in writing and submitted within five (5) calendar days, following the issuance of the decision, not the date the decision is received by the Proposer. An appeal received after 5:00 p.m. is considered received as of the next calendar day. An appeal received after the FIFTH (5th) calendar day (except as noted above for weekend days) following the date of issuance of the decision by the Protest Evaluator shall not be considered under any circumstances by the Auditor-Controller OCCR, or their designee.

- a. The appeal shall specify the decision being appealed and all the facts and circumstances relied upon in support of the appeal.
 - b. In reviewing protest appeals, the OCCR will not re-judge the proposal(s). The appeal to the OCCR shall be limited to review of the procurement process to determine if the contracting department materially erred in following the proposal or, if applicable, County contracting policies or other laws and regulations.
 - c. The appeal to the OCCR shall be limited to the grounds raised in the original protest and the written decision by the Protest Evaluator. As such, a Proposer is prohibited from stating new grounds for a Proposal protest in its appeal. The Auditor-Controller (OCCR) shall only review the materials and conclusions reached by the Protest Evaluator, and will determine whether to uphold or overturn the protest decision.
 - d. The Auditor's Office may overturn the results of a proposal process for ethical violations by Procurement staff, County Selection Committee members, subject matter experts, or any other County staff managing or participating in the competitive proposal process, regardless of timing or the contents of a proposal protest.
 - e. The decision of the Auditor-Controller's OCCR is the final step of the appeal process. A copy of the decision of the Auditor-Controller's OCCR will be furnished to the protestor, the Proposer whose Proposal is the subject of the proposal protest, and all Proposers affected by the decision.
4. The County will complete the proposal protest/appeal procedures set forth in this paragraph before a recommendation to award the Contract is considered by the Board of Supervisors.
 5. The procedures and time limits set forth in this section are mandatory and are each Proposer's sole and exclusive remedy in the event of proposal protest. A Proposer's failure to timely complete both the proposal protest and appeal procedures shall be deemed a failure to exhaust administrative remedies. Failure to exhaust administrative

remedies, or failure to comply otherwise with these procedures, shall constitute a waiver of any right to further pursue the proposal protest, including filing a Government Code Claim or legal proceedings.

I. TERM / TERMINATION / RENEWAL

1. The term of the contract, which may be awarded pursuant to this RFP, will be 2 years.
2. The County has and reserves the right to suspend, terminate or abandon the execution of any work by the Contractor without cause at any time upon giving the Contractor prior written notice. In the event that the County should abandon, terminate or suspend the Contractor's work, the Contractor shall be entitled to payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment. The County may terminate the contract at any time for cause without written notice upon a material breach of contract or substandard or unsatisfactory performance by the Contractor. In the event of termination with cause, the County reserves the right to seek any and all damages from the Contractor. In the event of such termination with or without cause, the County reserves the right to invite the next highest ranked Proposer to enter into a contract or re-proposal the project if it is determined to be in its best interest to do so.
3. All prices quoted shall be in United States dollars.
4. Federal and State minimum wage laws apply. The County has no requirements for living wages. The County is not imposing any additional requirements regarding wages.

J. AWARD

1. Most Responsive and Responsible Proposer
 - a. The award will be made to the highest ranked Proposer(s) who meet the requirements of these specifications, terms, and conditions.
 - b. Awards may also be made to the subsequent highest ranked Proposer(s) who will be called in order should the County need to contract with another Proposer(s).
 - c. An award will be recommended for the Proposer(s) that submitted the proposal(s) that best serves the overall interests of the County by attaining the highest overall point score. Award may not necessarily be made to the Proposer with the lowest price.

Funds used for payment of contract(s) awarded from this procurement may be from, or subject to reimbursement, by state and/or federal funds. Some of these funding sources require additional contractual obligations and proposer must agree to federal contracting terms and conditions, that supplement the County's

Standard Services Contract General Terms and Conditions which are attached as **Appendix E, Federal Contract Provisions**. The successful proposer must meet federal requirements and agree to the terms including, but not limited to, meeting all contracting requirements as set forth in 2 C.R.F. § 200.326 and 2 C.F.R. Part 200, Appendix II.

2. County Rights

- a. The County reserves the right to reject any or all responses that materially differ from any terms contained in this RFP including Exhibits and any addendums, to waive informalities and minor irregularities in responses received, and to provide an opportunity for proposers to correct minor and immaterial errors contained in their submissions. The decision as to what constitutes a minor irregularity shall be made solely at the discretion of the County.
- b. Any proposal/proposals that contain false or misleading information may be disqualified by the County.
- c. The County reserves the right to award to a single or multiple Contractors.
- d. The County reserves the right to conduct additional procurements for the same or similar goods and/or services, or to award to an additional contract to another Proposer, during the term of the contract if it determines that additional Contractors are needed to supplement the goods and/or services being provided.
- e. The County has the right to decline to award this contract or any part thereof for any reason.

3. Procedures

- a. Board approval to award a contract is required.
- b. A contract must be fully executed by the recommended awardee and the County prior to any services and goods being provided or work being performed.
- c. The County use its Standard Services Agreement terms and conditions for purchases and services any terms that are not acceptable to a Proposer must be identified on the Exception and Clarification in the Exhibit A - Proposal Response Packet. Proposer may access a copy of the **Standard Services Agreement** template at:

[Alameda County Standard Services Agreement Template](https://acgovt.sharepoint.com/:w:/s/GSADigitalLibrary/EeGBnUyJSMFBoXqtvbj7ly0BqycT5J83NKyIV19tLO6-yA?e=YwGjFP)

[\[https://acgovt.sharepoint.com/:w:/s/GSADigitalLibrary/EeGBnUyJSMFBoXqtvbj7ly0BqycT5J83NKyIV19tLO6-yA?e=YwGjFP\]](https://acgovt.sharepoint.com/:w:/s/GSADigitalLibrary/EeGBnUyJSMFBoXqtvbj7ly0BqycT5J83NKyIV19tLO6-yA?e=YwGjFP)

The template contains the minimal standard language. Specific contract terms, including the scope of services may be drafted and negotiated based on this RFP and the proposal proposal(s). The RFP specifications, terms, conditions and Exhibits, RFP Addenda and Proposer's proposal, may be incorporated into and made a part of any contract that may be awarded as a result of this RFP.

4. POs and payments for goods and/or services will be issued only in the name of Contractor, as identified on the contract.

K. INVOICING & MANDATORY REPORTING

1. Contractor shall invoice the requesting department, unless otherwise directed by the County, on the 5th of the following month of services.
2. Mandatory Reporting: Program providers will have extensive reporting requirements throughout the term of the contract. Using a County-issued reporting template, providers will submit mandatory monthly reports to the Economic & Civic Development Department with data on ethnicity, gender, location, and income of businesses served under the ARPA-funded programs.
3. County will use reasonable efforts to make payment within 30 days following receipt and review of invoice and complete satisfactory receipt of goods and/or performance of services.
4. County shall notify Contractor of any adjustments or corrections that must be made to receive payment on an invoice.
5. Contractor shall utilize a standardized invoice accompanied by a detailed list of activities format for reporting purposes.
6. Invoices must be issued by, and payments made to, the Contractor who is awarded a contract.
7. The County will pay Contractor, after receipt and approval of an invoice, monthly not to exceed the total contract amount. The County will not pay for services in advance.

L. ACCOUNT MANAGER / SUPPORT STAFF

1. Contractor shall provide a dedicated competent account manager who shall be responsible for the County account/contract. The account manager shall receive all orders from the County and shall be the primary contact for all issues regarding the response to this RFP and any contract, which may arise pursuant to this RFP.
2. Contractor account manager shall be familiar with County requirements and standards and work with the Economic and Civic Development Department Staff to ensure that established standards are adhered to.

3. Contractor shall also provide adequate, competent support staff that shall be able to service the County during normal working hours, Monday through Friday, or as otherwise identified in this RFP. Such representative(s) shall be knowledgeable about the contract, products and/or services offered and able to identify and resolve quickly any issues including but not limited to order and invoicing problems.

III. INSTRUCTIONS TO PROPOSERS

M. COUNTY CONTACTS

The Economic and Civic Development Department is managing the competitive process for this project on behalf of the County. All contact during the competitive process is to be through the Economic and Civic Development Department only. Contact with other County personnel may result in disqualification.

The evaluation phase of the competitive process shall begin upon receipt of electronic proposals and continue until a contract has been awarded.

Contact Information for this RFP:

Dora Ramirez
Alameda County, Economic and Civic Development Department
224 W. Winton Avenue, Suite 110
Hayward, CA 94544
E-Mail: dora.ramirez@acgov.org
Phone: (510) 670-6164

The GSA Contracting Opportunities website will be the official notification posting place of all proposal documents related to this RFP. Each Proposer is responsible for checking the website for any addendums and other notices related to this RFP. Go to [Alameda County Current Contracting Opportunities](https://gsa.acgov.org/do-business-with-us/contracting-opportunities/) [https://gsa.acgov.org/do-business-with-us/contracting-opportunities/] or www.acgov.org/cda/ecd to view posting for this RFP and other current contracting opportunities.

N. SUBMITTAL OF PROPOSALS

1. Document Submittal
 - a. All proposals must be completed, and emailed directly to dora.ramirez@acgov.org
 - b. Proposers **must** submit an electronic version of their proposal in a PDF file, preferably a single file if size permits.
 - c. The submitted Proposal must conform and include Exhibit A – Proposal Response Packet, as amended or revised by Addendum, including additional required

documentation. A proposer may be disqualified if the most current version of Exhibit A, as revised and published through Addenda, is not used.

- d. Proposal responses, in whole or in part, are NOT to be marked confidential or proprietary. County may refuse to consider any proposal response or part thereof so marked. Proposal responses submitted in response to this RFP may be subject to public disclosure. County shall not be liable in any way for disclosure of any such records. Please refer to the County's website at: [Alameda County Proprietary and Confidential Information Policies \[https://gsa.acgov.org/do-business-with-us/contracting-opportunities/policies-procedures/proprietary-confidential-information/\]](https://gsa.acgov.org/do-business-with-us/contracting-opportunities/policies-procedures/proprietary-confidential-information/).
- e. In order for proposals to be considered complete, Proposer **must** provide responses to all information requested in the Exhibit A – Proposal Response Packet, as revised by any Addenda.
- f. Proposers **must** submit a detailed budget.

2. Submissions Processes

- a. All costs required for the preparation and submission of a proposal shall be borne by Proposer.
- b. Only one proposal response will be accepted from any one person, partnership, corporation, or other entity; however, several alternatives may be included in one response. For purposes of this requirement, “partnership” shall mean, and is limited to, a legal partnership formed under one or more of the provisions of the California or other state's Corporations Code or an equivalent statute.
- c. The final award information will be posted on the County's “Contracting Opportunities” website.
- d. The County reserves the right to reject any proposal and that all proposals shall remain open to acceptance and irrevocable for a period of 180 days, unless otherwise specified in the proposal documents.

3. Legal Requirements

- a. “In submitting a proposal to a public purchasing body, the Proposer offers and agrees that if the proposal is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. or under the Cartwright Act (Chapter 2, commencing with Section 16700, of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the Proposer for sale to the purchasing body pursuant to the proposal. Such assignment shall be made and become effective at the time the purchasing body

tenders final payment to the Proposer". (California Government Code Section 4552)

- b. By submitting a proposal, the Proposer expressly acknowledges that it is aware that if a false claim is knowingly submitted (as the terms "claim" and "knowingly" are defined in the California False Claims Act, Cal. Gov. Code, §12650 et seq.), County will be entitled to civil remedies set forth in the California False Claim Act. It may also be considered fraud and the subject to criminal prosecution.
- c. The organization, by submitting a proposal, certifies that it is, at the time of submission, and shall be throughout the period of the contract, licensed by the State of California to do the type of work required under the terms of the RFP and contract documents. Proposer further certifies that it is regularly engaged in the general class and type of work called for in the RFP and contract documents.
- d. The proposer, by submitting a proposal, certifies that it is not, at the time of submission, on the California Department of General Services (DGS) list of persons determined to be engaged in investment activities in Iran or otherwise in violation of the Iran Contracting Act of 2010 (Public Contract Code Section 2200-2208).



EXHIBIT A

PROPOSAL RESPONSE PACKET

INSTRUCTIONS

1. The proposal must comply with all requirements contained in the RFP. **It is strongly recommended that Proposers verify and review all Addenda to confirm use of the most current forms and that all information requested is provided.**
2. The electronic proposal submission must have all appropriate pages signed (✍).
3. Each page of the Proposal Response Packet must be submitted by email as PDF attachment(s) with all required information included and documents attached; any pages of the Proposal Response Packet not applicable to the proposer are to be submitted with such pages or items clearly marked "N/A" or the proposal may be disqualified as incomplete.
4. Proposers shall not modify the Proposal Response Packet or any other County-provided document unless instructed to do so or the proposal may be disqualified.
5. If a proposer is making any clarifications, or taking exception to policies or specifications of this RFP, including all Addenda and other documents, these must be submitted in the *Exceptions and Clarifications* form of the Proposal Response Packet in order for the proposal response to be considered complete.
6. The proposal submission must conform and include Exhibit A – Proposal Response Packet, as amended or revised by Addendum, including additional required documentation. **A Proposer may be disqualified if the most current version of Exhibit A, as revised and published through Addenda, is not used.**
7. Proposer must quote price(s) as specified in the RFP, using the form(s) as amended or revised by Addenda.
8. **Proposers that do not comply with the requirements, and/or submit incomplete proposal packages, are subject to disqualification and their proposals being rejected.**

COUNTY OF ALAMEDA

EXHIBIT A

PROPOSAL RESPONSE PACKET

SMALL BUSINESS ASSISTANCE



PROPOSER INFORMATION

Official Name of Proposer: _____

Street Address Line 1: _____

Street Address Line 2: _____

City: _____ State: _____ Zip Code: _____

Webpage: _____

Type of Entity / Organizational Structure* (check one):

- Corporation
- Limited Liability Partnership
- Non-Profit / Church – Must include Federal Tax ID #: _____
- Other: _____
- Joint Venture
- Limited Liability Corporation
- Partnership
- Sole Proprietor

** If requested, now or later in the process, Proposer must provide Federal Tax ID Number*

Jurisdiction of Organizational Structure: _____

Date of Organizational Structure: _____

Alameda County Supplier Identification Number (if applicable): _____

DIR Contractor Registration Number (if applicable): _____

Primary Contact Information:


Name / Title: _____

Telephone Number: _____ Alternate Number: _____

E-mail Address: _____

PROPOSER ACCEPTANCE

1. The undersigned declares and agrees that the proposal documents, including, without limitation, the RFP and Exhibits (the Proposal Documents) have been read and accepted.
2. The undersigned has reviewed the Proposal Documents and fully understands the requirements in for this RFP including, but not limited to, general County requirements, and that each Proposer who is awarded a contract shall be, in fact, a prime Contractor, not a subcontractor, to County, and agrees that its Proposal, if accepted by County, will be the basis for the Proposer to enter into a contract with County in accordance with the intent of the Proposal Documents.
3. The undersigned acknowledges that Proposer is and will remain in good standing in the State of California, with all the necessary licenses, permits, certifications, approvals, and authorizations necessary to perform all obligations in connection with this RFP and any contract that is awarded.
4. Proposer agrees to hold the County of Alameda, its officers, agents and employees, harmless from liability of any nature or kind, including cost and expenses, for infringement or use of any patent, copyright or other proprietary right, secret process, patented or unpatented invention, article or appliance furnished or used in connection with proposal and/or any resulted contract or purchase order.
5. By signing below, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement.

SIGNATURE:  _____

Name/Title of Authorized Signer: _____

Dated this _____ day of _____ 20_____

BUDGET DETAIL AND/OR COST NARRATIVE

Instructions: Proposer shall provide a **Budget Detail**.

The *Budget Detail* shall provide a breakdown of the cost(s) listed in the *BUDGET/PROPOSAL FORM*. Proposers may use a budget template of their own choice; however, all cost attributed to the project that will be paid for under the awarded contract **MUST** be listed and described in the *Budget Detail*.

At minimum, the Proposer must detail:

1. The work to be performed and all associated costs.
 - a. The work to be performed must clearly match up with work performed in the Description of Proposed Services.
2. The positions of all individuals that will perform services;
 - a. Names of Key Personnel must be included in the narrative, however, may also be identified in the budget, or identification may be done by position title or program.
 - b. The estimated number of hours for each individual/position, corresponding hourly rates, and extended costs.

TABLE OF KEY PERSONNEL

Instructions: Proposer is to provide a **Table of Key Personnel**. The table is to include all key personnel associated providing services to the County. To appropriately score proposer qualifications, the table should include the following information for each key person:

1. The person's relationship with Proposer, including job title and years of employment with proposer;
2. Work contact information including, but not limited to, the following: work address, office telephone number, mobile work number, and work e-mail address;
3. The role that the person will play in connection with the RFP and any awarded contract;
4. Educational background; and
5. Related experience on similar projects, certifications, and merits.

DESCRIPTION OF PROPOSED SERVICES

Instructions: Proposer is to provide a **Description of Proposed Services**. Please refer to Section 1 (Statement of Work).

The *Description of Proposed Service* shall describe the overall services. The proposer must address how they will meet or exceed each requirement listed in **Section 1 (Statement of Work)**.

At minimum, the Proposer must include the following details: Describe how you will meet the program's desired overall goals, anticipated outcomes, measurable objectives, and key tasks including the how key personnel will be responsible for achieving them.

1. Explain any special resources, procedures, or approaches that make the services of Proposer responsive to meeting the minimum qualifications and requirements of the RFP.

IMPLEMENTATION PLAN AND SCHEDULE

Instructions: Proposer is to provide an **Implementation Plan and Schedule**.

In conjunction with the *Description of Proposed Services* and the *Budget Detail*, Proposer must include an *Implementation Plan and Schedule* that specifically addresses the following:

1. A timeline of project goals, measurable outcomes, and benchmark activities related to the provision of required services—as well as the key personnel assigned to each.
2. The ideal Implementation Plan and Schedule will provide a clear picture of what the County can expect during the contract term and in preparation for starting the contract. Proposers should take into consideration the information and questions contained in the Evaluation Criteria in preparing the Implementation Plan and Schedule.

REFERENCES

Instructions: On the following page is the templates that Proposers are to use for providing references. Proposers are to provide a minimum of 3 references. References must be satisfactory as deemed solely by County.

Services provided by Proposer to the references should have similar scope to those outlined in these specifications, terms, and conditions.

Proposers should verify that the contact information for all references provided is current and valid. If a reference cannot be contacted it may affect the qualification and scoring of Proposers submission.

Proposers are strongly encouraged to notify all references that the County may be contacting them to obtain a reference.

The County may contact some or all of the references provided in order to determine items such as Proposer's years of experience and performance record on work similar to that described in this request.

The County reserves the right to contact individuals/entities for references other than those provided in the Response and to use any information obtained in the evaluation process.

NOTE: Proposers should not list the County department requesting services/goods as part of the references.

REFERENCES

SMALL BUSINESS ASSISTANCE

Proposer Name: _____

Company Name:	Contact Person:
Address:	Telephone Number:
City, State, Zip:	E-mail Address:
Services Provided / Date(s) of Service:	

Company Name:	Contact Person:
Address:	Telephone Number:
City, State, Zip:	E-mail Address:
Services Provided / Date(s) of Service:	

Company Name:	Contact Person:
Address:	Telephone Number:
City, State, Zip:	E-mail Address:
Services Provided / Date(s) of Service:	

Company Name:	Contact Person:
Address:	Telephone Number:
City, State, Zip:	E-mail Address:
Services Provided / Date(s) of Service:	

Company Name:	Contact Person:
Address:	Telephone Number:
City, State, Zip:	E-mail Address:
Services Provided / Date(s) of Service:	

EXCEPTIONS AND CLARIFICATIONS

Instructions: Proposers must use the **Exceptions and Clarifications** form to identify and list below any and all exceptions and/or clarifications to the RFP and associated Proposal Documents, and submit with the proposal response.

THE COUNTY IS UNDER NO OBLIGATION TO ACCEPT ANY EXCEPTIONS AND CLARIFICATIONS ANY SUCH EXCEPTIONS AND CLARIFICATIONS MAY BE A BASIS FOR PROPOSAL DISQUALIFICATION.

Reference to:			Description
Page No.	Section	Item No.	
p. 23	D	1.c.	<i>Proposer takes exception to...</i>

*Use additional pages as necessary

INSURANCE REQUIREMENTS

Instructions: Insurance certificates are not required at the time of submission; however, by signing the Proposal Response Packet and submitting a proposal, the Proposer agrees to meet the minimum insurance requirements and provide any documentation requested by County upon request.

Insurance documentation must be provided to the County, prior to award, and include an insurance certificate and additional insured certificate, naming the County of Alameda, which meets the minimum insurance requirements, as stated in the RFP.

The following page contains the minimum insurance limits, required by the County of Alameda, to be held by the Contractor performing on a contract issued from this RFP:

**SEE NEXT PAGE FOR COUNTY OF ALAMEDA
MINIMUM INSURANCE REQUIREMENTS**

EXHIBIT C

COUNTY OF ALAMEDA MINIMUM INSURANCE REQUIREMENTS

Without limiting any other obligation or liability under this Agreement, the Contractor, at its sole cost and expense, shall secure and keep in force during the entire term of the Agreement or longer, as may be specified below, the following minimum insurance coverage, limits and endorsements:

	TYPE OF INSURANCE COVERAGES	MINIMUM LIMITS
A	Commercial General Liability Premises Liability; Products and Completed Operations; Contractual Liability; Personal Injury and Advertising Liability	\$1,000,000 per occurrence (CSL) Bodily Injury and Property Damage
B	Commercial or Business Automobile Liability All owned vehicles, hired or leased vehicles, non-owned, borrowed and permissive uses. Personal Automobile Liability is acceptable for individual contractors with no transportation or hauling related activities	\$1,000,000 per occurrence (CSL) Any Auto Bodily Injury and Property Damage
C	Workers' Compensation (WC) and Employers Liability (EL) Required for all contractors with employees	WC: Statutory Limits EL: \$1,000,000 per accident for bodily injury or disease
D	<p><u>Endorsements and Conditions:</u></p> <ol style="list-style-type: none"> 1. ADDITIONAL INSURED: All insurance required above with the exception of Commercial or Business Automobile Liability, Workers' Compensation and Employers Liability, shall be endorsed to name as additional insured: County of Alameda, its Board of Supervisors, the individual members thereof, and all County officers, agents, employees, volunteers, and representatives. The Additional Insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13. 2. DURATION OF COVERAGE: All required insurance shall be maintained during the entire term of the Agreement. In addition, Insurance policies and coverage(s) written on a claims-made basis shall be maintained during the entire term of the Agreement and until 3 years following the later of termination of the Agreement and acceptance of all work provided under the Agreement, with the retroactive date of said insurance (as may be applicable) concurrent with the commencement of activities pursuant to this Agreement. 3. REDUCTION OR LIMIT OF OBLIGATION: All insurance policies, including excess and umbrella insurance policies, shall include an endorsement and be primary and non-contributory and will not seek contribution from any other insurance (or self-insurance) available to the County. The primary and non-contributory endorsement shall be at least as broad as ISO Form 20 01 04 13. Pursuant to the provisions of this Agreement insurance effected or procured by the Contractor shall not reduce or limit Contractor's contractual obligation to indemnify and defend the Indemnified Parties. 4. INSURER FINANCIAL RATING: Insurance shall be maintained through an insurer with a A.M. Best Rating of no less than A:VII or equivalent, shall be admitted to the State of California unless otherwise waived by Risk Management, and with deductible amounts acceptable to the County. Acceptance of Contractor's insurance by County shall not relieve or decrease the liability of Contractor hereunder. Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Contractor. 5. SUBCONTRACTORS: Contractor shall include all subcontractors as an insured (covered party) under its policies or shall verify that the subcontractor, under its own policies and endorsements, has complied with the insurance requirements in this Agreement, including this Exhibit. The additional Insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13. 6. JOINT VENTURES: If Contractor is an association, partnership or other joint business venture, required insurance shall be provided by one of the following methods: <ul style="list-style-type: none"> – Separate insurance policies issued for each individual entity, with each entity included as a "Named Insured" (covered party), or at minimum named as an "Additional Insured" on the other's policies. Coverage shall be at least as broad as in the ISO Forms named above. – Joint insurance program with the association, partnership or other joint business venture included as a "Named Insured". 7. CANCELLATION OF INSURANCE: All insurance shall be required to provide thirty (30) days advance written notice to the County of cancellation. 8. CERTIFICATE OF INSURANCE: Before commencing operations under this Agreement, Contractor shall provide Certificate(s) of Insurance and applicable insurance endorsements, in form and satisfactory to County, evidencing that all required insurance coverage is in effect. The County reserves the rights to require the Contractor to provide complete, certified copies of all required insurance policies. The required certificate(s) and endorsements must be sent as set forth in the Notices provision. 	

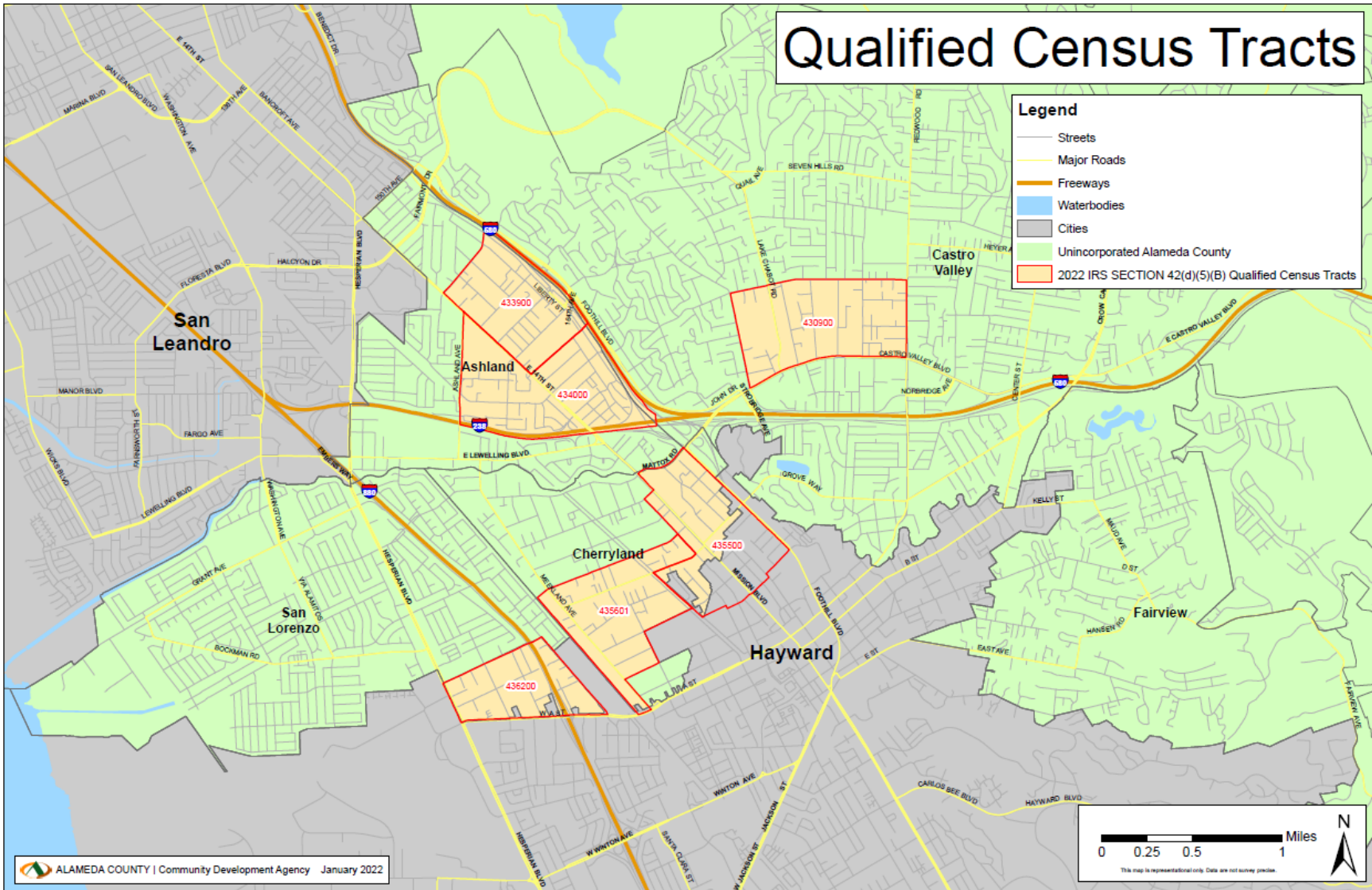


Exhibit B - Qualified Census Tract Map
Page 1

EXHIBIT E

ADDITIONAL CONTRACT PROVISIONS – FEDERAL PROVISION

Funds used for payment of this Contract may be from or subject to reimbursement by state and/or federal funds. Some of these funding sources require additional contractual obligations and County and Contractor hereby agree to the following additional terms and conditions. The parties agree to each of these terms for reasons including, but not limited to, meeting all contracting requirements as set forth in 2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II. These terms supplement the General Terms and Conditions.

I. General Provisions

- A. **Remedies.** In the event of a breach by Contractor of any term or provision of this Agreement, the County shall have the right to pursue all available remedies at law or equity, including recovery of damages and specific performance of this Agreement. The parties hereto agree that monetary damages would not provide adequate compensation for any losses incurred by reason of a breach by Contractor of any of the provisions of this Agreement and hereby further agrees that, in the event of any action for specific performance in respect of such breach, Contractor shall waive the defense that a remedy at law would be adequate. Except as expressly provided elsewhere in this Agreement, each party's rights and remedies under this Agreement are cumulative and in addition to, not exclusive of or in substitution for, any rights or remedies otherwise available to that party.
- B. **Termination.** The County may suspend, terminate, or abandon the execution of any work by the Contractor under this Contract with or without cause at any time upon giving the Contractor prior written notice. In the event that the County should abandon, terminate, or suspend the Contractor's work, the Contractor shall be entitled to payment for services provided hereunder prior to the effective date of said suspension, termination, or abandonment, but in no event shall Contractor be entitled to more than the not to exceed amount of the Contract, or if applicable, the portion of the Contract being terminated.
- C. **Equal Employment Opportunity.** During the performance of this contract, Contractor agrees as follows:
1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
 2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

3. The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
4. The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the labor union or workers' representatives of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965 and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
5. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
6. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to their books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
7. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
8. The Contractor will include the portion of the sentence immediately preceding paragraph 1 and the provisions of paragraphs 1 through 8 in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the County may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Contractor further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted

construction work: Provided, that if the Contractor so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The Contractor agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The Contractor further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the Contractor agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such Contractor and refer the case to the Department of Justice for appropriate legal proceedings.

These provisions are included in addition to the Equal Employment Opportunity Practices Provisions in the General Terms and Conditions and Contractor shall abide by both provisions.

- D. **Rights to Inventions Made Under a Contract or Agreement.** If this Contract is funded in whole or part by a Federal award of funds and the Contract and/or funding meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the Contractor (the "recipient or subrecipient") wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. This requirement applies to "funding agreements," but it does not apply to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of "funding agreement."
- E. **Clean Air Act and the Federal Water Pollution Control Act.** The following provisions apply for all contracts in excess of \$150,000:
1. **Clean Air Act** (42 U.S.C. 7401–7671q).

- a. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- b. The Contractor agrees to report each violation of the Clean Air Act to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- c. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.

2. **Federal Water Pollution Control Act (33 U.S.C. 1251–1387).**

- a. The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- b. The Contractor agrees to report each violation of the Federal Water Pollution Control Act to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- c. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.

F. **Debarment and Suspension.** In addition to the debarment and suspension requirements in the General Terms and Conditions and executed Debarment certificate, the following terms shall apply:

- 1. This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- 2. The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters.
- 3. This certification is a material representation of fact relied upon by the County. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- 4. The Contractor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C throughout the period of the Contract. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered contracts.

- G. **Conflict of Interest.** By executing this Contract, Contractor certifies that it does not know of any fact which constitutes a violation of Section 66 of County's Charter; Title 9, Chapter 7 of the California Government Code (Section 87100 et seq.), or Title 1, Division 4, Chapter 1, Article 4 of the California Government Code (Section 1090 et seq.), and further agrees promptly to notify the County if it becomes aware of any such fact during the term of this Contract. In addition, Contractor shall be in full compliance with all other conflict of interest requirements, including those contained in 2 C.F.R. § 200.318.
- H. **Byrd Anti-Lobbying Amendment.** For any contract of \$100,000 or more, Contractor shall complete the required certification (included below) Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the County.
- I. **Procurement of recovered materials.**
1. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—
 - a. Competitively within a timeframe providing for compliance with the Contract performance schedule;
 - b. Meeting Contract performance requirements; or
 - c. At a reasonable price.
 2. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
 3. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.
- J. **Access to Records.**
1. The Contractor agrees to provide the County, the Federal Awarding Agency, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
 2. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

3. The Contractor agrees to provide the Federal Awarding Agency or its authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
 4. In compliance with the Disaster Recovery Act of 2018, the County and the Contractor acknowledge and agree that no language in this Contract is intended to prohibit audits or internal reviews by the Federal Awarding Agency or the Comptroller General of the United States.
- K. **Changes.** The cost of any change, modification, change order, or constructive change must be allowable, allocable, within the scope of a funding grant or cooperative agreement, and reasonable for the completion of project scope. Changes can be made by either party to alter the method, price, or schedule of the work without breaching the Contract by entering a written amendment executed by authorized representatives. The Contract may not be modified except by a written document signed by both parties. It is mutually understood and agreed that no alterations or variations of the terms of this Contract shall be valid unless made in writing and signed by the parties hereto, and that no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.
- L. **Seal, Logo, And Flags.** The Contractor shall not use the Department of Homeland Security, or any other Federal, state or local seals, logos, crests, or reproductions of flags or likenesses of agency officials without specific Federal Awarding Agency pre-approval.
- M. **Compliance with Federal Law, Regulations, and Executive Orders.** This is an acknowledgement that Federal financial assistance may be used to fund all or a portion of the contract. The Contractor will comply with all applicable Federal law, regulations, executive orders, Federal Awarding Agency policies, procedures, and directives.
- N. **No Obligation of Federal Government.** The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the Contract.
- O. **Program Fraud and False or Fraudulent Statements or Related Acts.** The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this Contract.
- P. **Local Preferences:** To the extent that any local preferences are prohibited by funding, SLEB and other local preferences and policies have already been or are waived.
- Q. **Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708).** For all contracts in excess of \$100,000 that involve the employment of mechanics or laborers, the following provisions, from 29 C.F.R §5.5(b) shall apply:
1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$26 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
 3. Withholding for unpaid wages and liquidated damages. The County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
 4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.
- R. **Domestic Preferences for Procurements.** As appropriate and to the extent consistent with law, the contractor and their subcontractor(s), to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. For purposes of this section:
1. “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
 2. “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.
- S. **Prohibition on Contracting for Covered Telecommunications Equipment and Services.**
1. Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA

Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause—

2. Prohibitions.

- a. Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug. 13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.
- b. Unless an exception in paragraph (3) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:
 - (1) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
 - (2) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
 - (3) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
 - (4) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

3. Exceptions.

- a. This clause does not prohibit contractors from providing—
 - (1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
- b. By necessary implication and regulation, the prohibitions also do not apply to:
 - (1) Covered telecommunications equipment or services that:
 - (a) Are *not used* as a substantial or essential component of any system; and
 - (b) Are *not used* as critical technology of any system.

- (2) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

4. Reporting requirement.

a. In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (4)(b) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

b. The Contractor shall report the following information pursuant to paragraph (4)(a) of this clause:

- (1) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

- (2) Within 10 business days of submitting the information in paragraph (4)(b)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

5. Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (5), in all subcontracts and other contractual instruments.

T. **License and Delivery of Works Subject to Copyright and Data Rights.** In order to comply with 2 C.F.R. § 200.315, Contractor grants to the County, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Contractor will identify such data and grant to the County or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Contractor will deliver to the County data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the County.

U. **Affirmative Socioeconomic Steps for Subcontracts.** As a condition for the approval of any subcontract, the prime contractor is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women’s business enterprises, and labor surplus area firms are used when possible.

II. **Construction and Repair Work.** The following provisions apply to construction or repair work:

Compliance with the Davis-Bacon Act and Copeland “Anti-Kickback” Act. For all prime construction contracts in excess of \$2,000 the following terms shall apply:

A. **Davis-Bacon Act**

1. All transactions regarding this Contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The Contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.
2. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.
3. Additionally, contractors are required to pay wages not less than once a week.

B. **Copeland “Anti-Kickback” Act**

1. Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
2. The Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the Federal Awarding Agency may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
3. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

EXHIBIT E-1

**Certification for Contracts, Grants, Loans, and Cooperative Agreements
CERTIFICATION REGARDING LOBBYING (APPENDIX A, 44 C.F.R. PART 18)**

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Contractor, ADD NAME OF CONTRACTOR, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Date

Name

Title